

KENTUCKY CORRECTIONS Policies and Procedures	Policy Number 19.1 Date Filed February 15, 2006	Total Pages 6 Effective Date June 2, 2006
References/Authority KRS 58.010, 196.035, 197.020, 197.070, Ky. Const. §§ 253, 254 ACA 4-4451, 4-4452	Subject GOVERNMENTAL SERVICES PROGRAM	

I. DEFINITIONS

“Governmental Agencies” as defined in KRS 58.010(3).

"Governmental Services Programs" (GSP) means a program which provides Governmental Agencies with a supplemental work force of approved inmates.

“Public Works Project” means inmate labor upon or in public property owned by governmental agencies and shall not include private employment.

"Routine Detail" means a GSP detail that has an established work schedule.

"Special Detail" means any non-routine work detail needed and requested for a specific purpose or function. A Special Detail may also mean additional inmates added to a routine detail for a specific and time limited project.

II POLICY and PROCEDURES

Corrections shall provide an inmate with an On-The-Job Training Program through Governmental Agencies; to provide a supplemental work force for Governmental Agencies and to establish operational and security procedures to ensure the integrity of the GSP for all concerned. The program shall provide the inmate with the opportunity to learn job skills and obtain real world work experience. An inmate assigned to the program shall work a schedule that approximates the workday in the community.

A. Establishing a GSP work location.

1. A governmental agency shall place a request if it seeks an inmate work force.
2. The Warden or his designee shall evaluate the request. The criteria for approval shall include an on-site inspection, public safety, security of the inmate, availability of other work force, benefit to the public, and other relevant factors.

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3. If the request is approved, the Warden and requesting agency representative shall prepare a Memorandum of Agreement.
4. The Memorandum of Agreement, (Attachment F) shall be completed by both parties and forwarded to the Commissioner of Corrections or his designee for final approval..

B. Inmates eligible to participate in GSP

1. Inmates shall have a minimum or community custody level of classification.
2. Inmates shall not have any current loss of statutory good time.
3. Inmates shall not have any detainers.
4. Inmates with an extensive history of substance or alcohol abuse or violent behavior shall be closely screened by the Classification and Treatment Officer. Inmates considered a safety or security risk shall not be assigned to work in the community.

C. GSP Supervisors

1. All requesting agency employees who supervise inmates shall be twenty-one (21) years of age or older and complete GSP Supervisor Training.
2. GSP Supervisor Training shall be conducted by personnel of the institution providing the inmate labor.
3. The training requirements shall be met prior to the actual supervision of inmates.
4. The GSP Supervisor Training shall allow sufficient time for the presentation and discussion of the training material and evaluation by the participants.
5. Upon completion of training, the GSP Supervisor shall read, complete and sign the GSP Work Supervisor Agreement. The GSP Supervisor shall be photographed and a photo identification card shall be made following the initial training.
6. Ex-felons shall not supervise GSP details without prior written approval of the Warden or his designee.

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D. Cost

1. Governmental agencies shall pay Corrections the current mileage reimbursement rate as established by the Finance and Administration Cabinet and the officer's salary in relation to the time spent on the delivery and pick-up of the inmate detail.
2. Governmental agencies shall pay Corrections a per diem per inmate as determined annually by the Office of the Deputy Commissioner of Adult Institutions.
3. The cost shall be in addition to inmate labor costs.
4. The cost shall be used to defer administrative and operational costs of Corrections.

E. Transportation

1. The Governmental Agency may provide transportation upon approval of the Warden or his designee.
2. Inmates may only be transported in state vehicles. The state vehicles shall be properly equipped, including seatbelts. All passengers shall be required to use seatbelts.

F. Inmate Supervision

1. GSP inmates shall be randomly monitored at their work locations by Corrections staff.
2. GSP inmates shall read, sign and abide by the GSP Code of Conduct, (Attachment C-1).
3. GSP inmates shall abide by Corrections Policies and Procedures, institutional policies and procedures and the laws of the Commonwealth of Kentucky.
4. GSP inmates shall be subject to on site breathalyzer or urinalysis tests. These random tests shall be conducted out of public view.

G. Counts

1. GSP Supervisors shall conduct at a minimum, hourly counts of the inmates assigned. GSP details working after 4:00 p.m., weekends and

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holidays shall be counted each hour and that count shall be called in to the institution by the GSP Supervisor.

2. GSP detail counts shall ensure the location of inmates for the protection of all parties.
3. If a GSP Supervisor is unable to locate an inmate or the count is not correct, the institution shall be notified immediately of a possible escape by the Supervisor or correctional staff.
4. Institutional staff shall conduct unannounced counts and report that count to the institution.

H. Special Details

1. GSP inmate details needed to work on special occasions shall be arranged through the Warden or his designee. Special Details shall be an addition to the regularly scheduled work assignments of the GSP.
2. Special Detail inmates may be assigned to a routine detail if additional manpower is required for a specific and time limited project.
3. Requests for Special Details shall be submitted in writing to the Warden no later than seven (7) days before the event or project, except for emergency situations which may be approved by the Warden on an individual basis. Requests shall be documented on a Request for Special Detail form, (Attachment D). See Attachment E for the instructions. GSP Detail Supervisor shall provide the forms upon request.
4. Request for Special Detail forms shall be forwarded to the institution.
5. If unusual circumstances prohibit pre-arranging a Special Detail, the agency may make an emergency request. Approval of an emergency request may depend on previously scheduled routine and Special Details and the availability of GSP classified inmates.

If approved, the agency shall present a completed Request for Special Detail Form (Lines 1-19), before the inmates will be released.

6. Upon receiving a request for a Special Detail, the Warden or his designee shall evaluate inmate availability, staff availability, security and safety concerns.

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7. The Warden or his designee shall notify the requesting agency of approval or disapproval within forty-eight (48) hours after receiving a request.

I. Identification

1. GSP inmates shall be issued a special color, laminated photo identification card.
2. GSP inmates shall wear the special identification card in visual sight at all times. The identification card shall be clipped to the shirt pocket or collar if there is no pocket.

J. Safety

1. The GSP Supervisor shall:
 - (a) be knowledgeable of safety hazards in the work area;
 - (b) inform the inmate of any job related hazards their first day on the job, preferably in writing;
 - (c) instruct and supervise inmates in the proper use of protective clothing and safety equipment to prevent job related injuries; and
 - (d) not permit an inmate who refuses to use protective gear to work and shall verbally notify the institution immediately, followed by a written report. The per diem, or a pro rata portion, for inmates refusing to use protective gear shall not be paid.
2. Hazard documentation shall be on file at the job site.
3. Institutional staff shall monitor GSP safety compliance while conducting routine site-checks.
4. The institutional safety officer shall also monitor GSP site safety compliance.
5. Accidents shall be reported to the institution as soon as possible. An accident report form shall be completed and forwarded to the institution's health authority.

K. Inmate Pay

The Pay Rate for inmates working the GSP Detail shall be authorized by the Commissioner or his designee in accordance with CPP 19.3. However, KRS

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Chapter 197 shall be complied with to calculate the amount of compensation the inmate is to receive, along with a credit on his sentence, if the inmate is eligible for credits.

L. Removal From Job

1. Any inmate or an entire crew may be immediately removed from the job site in the interest of security or safety.
2. The GSP Supervisor may request that an inmate be removed from the detail. All requests shall be documented and justified in writing by the GSP Supervisor. Documentation shall be given to the Corrections GSP Detail Supervisor as soon as possible, but no later than forty-eight (48) hours after the request for removal of the inmate from the detail.

M. Meals

1. The institution shall provide sack lunches to all GSP inmates.
2. Agencies shall provide refrigeration or some other method of maintaining sack lunches to prevent spoilage.
3. All sack lunches shall be eaten at the job site. Food shall not be returned to the institution.

**GOVERNMENTAL SERVICES PROGRAM
Training Outline (Suggested)**

- I. Welcome and Purpose of Training
- II. Institution Mission and Purpose
- III. Classification of Inmates
- IV. GSP Program
- V. Employee Code of Ethics (CPP 3.1)
- VI. Supervision of Inmates
- VII. Security
- VIII. Safety
- IX. Inmate Code of Conduct
- X. GSP Supervisor signs a Work Supervisor Agreement form
- XI. Make identification photograph of supervisor
- XII. Participants complete evaluation of Training

GSP Work Supervisor Agreement

AS A GOVERNMENTAL SERVICE INMATE WORK SUPERVISOR, I UNDERSTAND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY, SECURITY, SAFETY AND WELL BEING OF THE INMATES UNDER MY SUPERVISION. I AGREE TO COMPLY WITH THE FOLLOWING:

1. I shall abide by all the laws and regulations of the Commonwealth of Kentucky, the Federal Government and Policies and Procedures set forth by Corrections.
2. I shall not allow any inmate to make unauthorized contact with friends or the public, either by mail, phone or in person.
3. I shall ensure that all inmates under my supervision remain at their designated work sites, unless specifically authorized by the Warden or designee.
4. I shall not allow any inmate under my supervision to operate any licensed motor vehicle.
5. I shall not borrow or lend money to inmates, nor shall I accept from, or give gifts or favors to them, their families or friends.
6. I shall not allow any inmate to use intoxicants or unprescribed narcotics, drugs or controlled substances and shall notify the institution immediately if I suspect the use of these substances.
7. I shall not take any inmate away from his authorized work station or to any type of store for personal business.
8. I am responsible for notifying the institution immediately if any circumstances arise which may prevent my compliance with the Governmental Service Program regulations. If these circumstances arise, I shall provide a full written report of the incident to the institution.
9. I agree to cooperate fully in any investigation affecting the GSP Operation.
10. If an emergency occurs, (injury of an inmate, possible escape, or unauthorized absence) I understand that I shall notify the institution immediately.

I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT AND HAVE RECEIVED A COPY OF THE INMATE HANDBOOK AND AGREE TO COMPLY WITH ALL THE RULES SET FORTH IN THESE DOCUMENTS.

GSP Supervisor's Signature and Title

Date

Agency Name

Witness and Title

GOVERNMENTAL SERVICES PROGRAM DETAIL CODE OF CONDUCT

As a Governmental Services inmate worker, I understand my behavior in the community is to be respectful, courteous and well mannered. I agree to comply with the following:

1. I shall abide by all the laws and regulations of the Commonwealth of Kentucky, the Federal Government, Policies and Procedures of Corrections and the institution.
2. I understand I shall be subject to searches of my person and my work station, and subject to urinalysis or breathalyzer testing at any time.
3. I shall not use any intoxicants or unprescribed narcotics, drugs or controlled substances.
4. I shall depart and reenter this institution only according to the established time and procedure or as otherwise authorized by the shift supervisor. I understand any unauthorized failure to attend my assignment may terminate my participation in the GSP detail and disciplinary action shall be taken against me.
5. I shall use only institutional transportation or governmental agency transportation as approved by the Warden. I understand that riding in the back of an open pickup or vehicle without seats is prohibited. I shall wear seat belts.
6. While at work, I shall remain within my designated place of assignment, except as approved by the Warden or designee and my work supervisor.
7. I shall not operate any licensed motor vehicle.
8. I shall not possess, borrow or lend any money or any other item to co-workers, employees, or other persons while on GSP detail assignment.
9. I understand I shall have no unauthorized work or social contact with the public or any family member for any reason. I further understand unsolicited comments or suggestive remarks to any person shall be grounds for disciplinary reports.
10. I understand I am not permitted to have visitations from persons I come in contact with through my work assignment.
11. I understand use of any telephone shall not be permitted.
12. I shall not be permitted in, or on, the premises of any type of store. I understand any location other than my assigned detail is unauthorized and may result in disciplinary action.

- 13. I shall follow my supervisor’s instructions unless these instructions pose a serious health risk or otherwise violate this code of conduct. If I encounter a problem, I shall talk with the institutional GSP Detail Staff as soon as possible.
- 14. I understand that tools which are required for the job shall be issued to me. Tools shall not be issued for my personal use or gain.
- 15. I shall not be allowed to take out, or bring in, any unauthorized personal or state property.
- 16. Nurse stations in state buildings may be used in emergencies only. If I am treated at the nurse’s station, the institution shall be called immediately by my work supervisor.
- 17. I shall be responsible for asking my work supervisor to notify the institution immediately of any circumstances which may prevent my compliance with the GSP detail regulations. Failure to do so may result in my reassignment or removal from the GSP detail.
- 18. I understand I shall not be permitted to wear the following clothing on detail: shorts, jogging pants, jogging suits, recreational suits, sweat pants, shirts without sleeves, T-shirts with offensive or obscene writing or pictures, shower shoes, sandals, wave caps or similar headgear, or any other clothing that may reflect poorly on the institution. I understand I shall wear clean and presentable clothing while on detail and my dress shall be appropriate for work conditions.
- 19. I understand I shall wear my identification card in visual sight at all times while working on the GSP detail. Identification cards shall be clipped to the shirt pocket or collar. I shall be subject to disciplinary action if I fail to do so.
- 20. I realize I shall be subject to special duties, job changes, and any manpower detail without prior notice, as authorized by the institution.
- 21. I realize that if I violate any part of this Code of conduct, I shall be placed on another job or removed from the Governmental Services Program; shall receive an incident report for the specific rule infraction(s) and possible transfer from this institution.

I HAVE READ OR HAVE HAD READ TO ME AND FULLY UNDERSTAND THIS “CODE OF CONDUCT” AND THE CONSEQUENCES FOR VIOLATION OF THESE RULES. I HAVE RECEIVED A COPY AND I AGREE TO OBEY ALL RULES OF THE GOVERNMENTAL SERVICES PROGRAM DETAIL CODE OF CONDUCT.

Inmate Signature and Number

Staff Witness Signature and Title

Date

**REQUEST FOR SPECIAL SERVICE DETAIL
(REQUEST TO BE SUBMITTED TO INSTITUTION 7 DAYS PRIOR TO NEED)
(See attached instructions for completing form.)**

Purpose: _____
Reference: _____
Requesting Agency: _____ Today's Date: _____ Time: _____
Agency Representative: _____ Title: _____
Corrections Staff Taking Request: _____ Title: _____
Site: _____

(BE SPECIFIC: BUILDING, ADDRESS, ETC.)

Dates: _____ Time Out: _____ Time Out: _____ Manpower: _____
Special Consideration: (i.e. clothing, skills, physical ability, etc.): _____

Supervision: GSP: _____ Corrections: _____ Both: _____ Meals: _____

Work to be accomplished: _____

Approved: Warden or Designee: _____ Date: _____
Agency Notified: Date: _____ Approved: _____ Disapproved: _____

AFTER DETAIL HAS COMPLETED WORK

Comments: (Problems, Concerns, Praise): _____

Detail Supervisor: _____
Agency Representative: _____
Date Detail Completed: _____

- xc: Warden
- Deputy Warden
- CTO II
- Agency
- GSP Supervisor

INSTRUCTIONS FOR COMPLETING REQUEST FOR SPECIAL DETAIL FORM

Purpose: To provide a uniform and complete document for Agency and institution use to give all required information for requesting information for a Special Detail. Also provides a record of approval or denial and critique for future references.

1. Name of Agency requesting a Special Detail.
2. Date Agency prepares request.
3. Time of day request prepared.
4. Name of person who shall be liaison with institution in carrying out project.
5. Title of person named in Item #4.
6. Phone number of Agency.
7. Name of Corrections staff who initially receives request form.
8. Title of Corrections staff named in Item #7.
9. Work or Project Site. Be specific. If project shall be outdoors or in several locations, explain. Use separate sheet if necessary.
10. Give date(s) inmate detail shall be working. Be specific if more than 1(one) date.
11. State what time the inmate detail shall leave the institution. If request is for more than 1 (one) day, state specific "out" time for each day.
12. State what time the inmate detail shall return to the institution. If request is for more 1 (one) day, state specific time "in" for each day.
13. State number of inmates needed to carry out the project.
14. Be specific concerning special considerations: clothing (weather related occasion), skills required, if any, and physical ability (lifting, moving, etc.).
15. Check "GSP" if supervision of the inmate detail shall be handled by trained GSP Supervisors.
16. Check "Corrections" if the inmate detail shall be supervised by Corrections staff.
17. Check "Both" if supervision shall be carried out with both Agency GSP Supervisor and Corrections staff.
18. Number of inmates who shall need a sack lunch. Sack lunches shall be provided 7 days a week by the Institution for the lunch meal only. Any other meal resulting from working past normal working hours or out of the city shall be the sole responsibility of the Agency.

INSTRUCTIONS FOR COMPLETING REQUEST FOR SPECIAL DETAIL FORM

19. Describe work to be accomplished or project to be completed. Be as specific as possible. Use additional page, if necessary.
20. Approval signature of Warden or designee.
21. Date request approved by Warden or designee.
22. Date Agency notified request is approved.
23. Check if request is approved.
24. Check if request is denied. If request is denied, indicate reason(s) on attached.
25. Comments after project or work completed. Specific comments, i.e., problems, concerns and praise shall help both parties evaluate for the future.
26. Signature of Institution staff involved in coordinating request.
27. Signature of Agency representative named in Item #4.
28. Date Special Detail completed.

Copies with completed form and all attachments are to go to the following:

Warden
Deputy Warden
Captain
CTO, Senior
Agency
GSP Supervisor

Memorandum of Agreement Between Kentucky Department of Corrections

and

This Memorandum of Agreement is made for the purpose of assuring a unified effort between the agencies involved in order that effective job training leading to positive adjustment and rehabilitation may be provided for the criminal offender. It shall provide guidelines to ensure a safe, secure and efficient operation of the Governmental Service program described in this Memorandum of Agreement.

SECTION I

The responsibilities of the

Agency

1. Provide standard work experience primarily in the area of _____ for a maximum of _____ inmates from the _____.
2. Agency shall process interaccount in a timely manner.
3. Provide a per diem of ____ per day per inmate on detail.
4. All Transportation ____ shall ____ shall not be provided by Agency.
5. Provide a minimum of six (6) hours work each day.
6. Immediately report all observed violations of policies and procedures to the appropriate staff at (Institution) followed by a written report.
7. Provide on-the-job training for the inmates assigned. Training shall include the identification of safety hazards and instruction in the required use of protective clothing and devices. This training shall be documented preferably in writing.
8. Provide required safety clothing and devices.
9. Assure all agency staff who shall supervise inmates complete the Governmental Services Program Supervisor's Training at _____ (Institution) before supervising inmates.
10. Advise institution as soon as possible, but no later than _____ hours before if there is to be a change in the regular work schedule.
11. Agency may request a Special Detail through the Warden or his designee for a specific, time-limited project by following the procedure found in CPP 19.1.

12. Assure GSP Supervisors comply with the following Policies and Procedures:

- CPP 19.1 - Governmental Services Program
- GSP Work Supervisor Agreement
- GSP Detail Code of Conduct
- KOSHA Regulations

13. All requests for additional inmate labor shall be directed to the Warden or designee.

14. The Agency shall provide a job performance evaluation on inmate(s) if requested by institution staff.

SECTION II

The responsibilities of the

Institution

1. Provide a maximum of _____ inmates to the Agency
2. Ensure that each inmate has completed Institutional Orientation and has been classified and appropriately authorized to work Governmental Services Program Details.
3. Assure that under normal circumstances, reassignments shall not be made within ninety (90) days unless requested by the supervisor. Reason for requesting reassignment shall be in writing as required in CPP 19.1.
4. Submit monthly an Interaccount Bill or Invoice for all amounts due to _____ from _____ (Agency).
5. Provide Governmental Services Program Supervisor training as required to meet agency needs.
6. Provide a nutritional sack lunch, including a drink for each inmate.
7. Provide suitable clothing for inmates.
8. Provide support for all GSP operations by assuring compliance with the provisions of:

- CPP 19.1 -Governmental Services Program
- GSP Work Supervisor's Agreement
- GSP Detail Code of Conduct
- KOSHA Regulations

9. Advise Agency in a timely manner if a detail may arrive late or for some reason shall not work at all that day.

- 10. Recognizing that the inmate population is constantly changing due to transfers, releases, paroles, etc., Corrections shall make every effort to maintain the agreed level of manpower; however this may not be guaranteed.
- 11. The institution may not guarantee the requesting agency a specific inmate; however, every effort shall be made to provide the skills, education, experience background requested to meet agency need.

SECTION III

This Memorandum of Agreement shall remain in force until changed.

The Memorandum of Agreement shall be reviewed annually by both parties.

Either party may recommend and submit changes in writing to the other party.

Changes may be made at any time by both parties signing a new Memorandum of Agreement.

Either party may terminate this Memorandum of Agreement immediately upon written notification to the other party.

In the interest of security or safety, inmates may be removed or withheld from the job site as required by either party.

An annual event to celebrate the successful completion of another year of service to the Commonwealth may be scheduled by the institution. The event may be used with mutual involvement to identify and recognize individuals and agencies for their positive contributions to the overall Mission of the Governmental Services Program.

This Memorandum of Agreement supersedes and replaces any previous agreements entered into between the parties prior to the effective date.

Department of Corrections

Agency

Name Title

Name Title

Signature Date

Signature Date